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RICHARD W. WIERING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Attorney for Defendants Rosson Ventures, LLC;
Matthew Rosson; Linda K. Rosson; and Barry T. Rosson

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PACIFIC INFORMATION RESOURCES,
INC.,

Plaintiff,

vs.

ROSSON VENTURES, LLC; MATTHEW
ROSSON, an individual; LINDA K.
ROSSON, an individual; BARRY T.
ROSSON, an individual; and DOES 1
through 100, inclusive.

Defendants/Counterclaimants,

vs.

PACIFIC INFORMATION RESOURCES,
INC.; and ROES 1 through 100, inclusive

Counter-Defendants.

Case No. C074394 JCS

ANSWER TO COMPLAINT FOR CIVIL
CONTEMPT AND BREACH OF
CONTRACT

FAXED

NOW COME Defendants ROSSON VENTURES, MATTHEW ROSSON, LINDA
ROSSON, and BARRY ROSSON (hereby DEFENDANTS), and each of them by and through
their attorneys of record Prevolos & Associates, ALC file this Answer to the Complaint for
Civil Contempt and Breach of Contract of Plaintiff PACIFIC INFORMATION RESOURCES as
follows:

That Defendants deny all allegations in Plaintiff's Complaint unless specifically admitted
or explained otherwise.

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2 1 With respect to Paragraph 1 Defendants are without knowledge or information sufficient
3 to admit or deny the facts contained in the paragraphs and therefore deny the allegations to
4 paragraph 1.

5 2 With respect to Paragraph 2, Defendants admit the allegations.

6 3 With respect to Paragraph 3, Defendants are without knowledge or information sufficient
7 to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

8 4 With respect to Paragraph 4, Defendants admit the allegations.

9 5 Defendants do not object to this Courts jurisdiction.

10 6 Defendants do not object to this Courts jurisdiction.

11 7 Defendants do not object to the venue of this Court.

12 8 With respect to Paragraph 8, Defendants are without knowledge or information sufficient
13 to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

14 9 With respect to Paragraph 9, Defendants are without knowledge or information sufficient
15 to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

16 10 With respect to Paragraph 10, Defendants are without knowledge or information
17 sufficient to admit or deny the facts contained in the paragraphs and therefore deny the
18 allegations.

19 11 With respect to Paragraph 11, Defendants are without knowledge or information
20 sufficient to admit or deny the facts contained in the paragraphs and therefore deny the
21 allegations.

22 12 With respect to Paragraph 12, Defendants are without knowledge or information
23 sufficient to admit or deny the facts contained in the paragraphs and therefore deny the
24 allegations.

25 13 With respect to Paragraph 13, Defendants are without knowledge or information
26 sufficient to admit or deny the facts contained in the paragraphs and therefore deny allegations.
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14 With respect to Paragraph 14, Defendants are without knowledge or information sufficient to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

15 With respect to Paragraph 15, Defendants are without knowledge or information sufficient to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

16 With respect to Paragraph 16, Defendants are without knowledge or information sufficient to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

17 With respect to Paragraph 17, Defendants are without knowledge or information sufficient to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

18 With respect to Paragraph 18, Defendants are without knowledge or information sufficient to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

19 Defendants deny each and every allegation of Paragraph 19 of the complaint.

20 With respect to Paragraph 20, Defendants are without knowledge or information sufficient to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

21 Defendants deny each and every allegation of Paragraph 21 of the complaint.

22 With respect to Paragraph 22 Defendants are without knowledge or information sufficient to admit or deny the facts contained in the paragraphs and therefore deny the allegations.

23 With respect to Paragraph 23 Defendants are without knowledge or information sufficient to admit or deny the facts contained in the paragraphs and therefore deny allegations.

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1 24 With respect to Paragraphs 24 Defendants are without knowledge or information
2 sufficient to admit or deny the facts contained in the paragraphs and therefore deny the
3 allegations.

4 25 Defendants deny each and every allegation of Paragraph 25 of the complaint.

5 26 Defendants deny each and every allegation of Paragraph 26 of the complaint.

6 27 Defendants deny each and every allegation of Paragraph 27 of the complaint.

7 28 With respect to Paragraph 28, Defendants are without knowledge or information
8 sufficient to admit or deny the facts contained in the paragraphs and therefore deny the
9 allegations.

10 29 Defendants deny each and every allegation of Paragraph 29 of the complaint.

11 30 With respect to Paragraph 30, Defendants are without knowledge or information
12 sufficient to admit or deny the facts contained in the paragraph and therefore deny the allegations.

13 31 With respect to Paragraph 31 of the complaint, Defendants admit the allegations.

14 32 With respect to Paragraph 32 of the complaint, Defendants admit the allegations.

15 33 With respect to Paragraph 33 of the complaint, Defendants admit the allegations.

16 34 With respect to Paragraph 34 of the complaint, Defendants admit the allegations.

17 35 Defendants deny each and every allegation of Paragraph 35 of the complaint.

18 36 Defendants deny each and every allegation of Paragraph 36 of the complaint.

19 37 Defendants deny each and every allegation of Paragraph 37 of the complaint.

20 38 Defendants deny each and every allegation of Paragraph 38 of the complaint.

21 39 Defendants deny each and every allegation of Paragraph 39 of the complaint.

22 40 With respect to Paragraph 40 the Defendants are without knowledge or information
23 sufficient to admit or deny the facts contained in the paragraphs and therefore deny the
24 allegations.

25 41 Defendants deny each and every allegation of Paragraph 41 of the complaint.

26 42 Defendants deny each and every allegation of Paragraph 42 of the complaint.

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1 43 Defendants deny each and every allegation of Paragraph 43 of the complaint.

2 44 Defendants deny each and every allegation of Paragraph 44 of the complaint.

3 45 Defendants deny each and every allegation of Paragraph 45 of the complaint.

4 46 With respect to Paragraph 46 of the complaint, Defendants admit the allegations.

5 47 With respect to Paragraph 47, of the complaint Defendants admit the allegations.

6 48 Defendants deny each and every allegation of Paragraph 48 of the complaint.

7 49 Defendants deny each and every allegation of Paragraph 49 of the complaint.

8 **FIRST AFFIRMATIVE DEFENSE**

9 50 The Complaint, and each and every cause of action thereof, are barred by the affirmative
10 defense of waiver since Plaintiffs waived their right to sue Defendants for claims arising out of
11 the same cause of action in the settlement agreement (Exhibit 1, page 2, paragraph #2).
12 Defendants have fully complied with the terms of the agreement in good faith.

13 **SECOND AFFIRMATIVE DEFENSE**

14 51 The Complaint, and each and every cause of action thereof are barred by the affirmative
15 defense of release since Plaintiffs released their right to sue Defendants for claims arising out of
16 the same cause of action in the settlement agreement (Exhibit 1, page 2, item #2). Defendants
17 have fully complied with the terms of the agreement in good faith.

18 **THIRD AFFIRMATIVE DEFENSE**

19 52 The Complaint, and each and every cause of action thereof are barred by the affirmative
20 defense of estoppel. The Plaintiffs should be estopped from claiming Defendants are in violation
21 of the settlement agreement since Plaintiffs own failure to register the domain names resulted in
22 their lapse and the "cyber-squatting" they now complain of; not the Defendants alleged failure to
23 assign the URL's. Moreover, all domain names referenced in Plaintiffs complaint have been
24 assigned to Plaintiffs attorney by Defendants; these include but are not limited to:
25 websherlock.net, websherlock.org, websherlock.tv, and websherlock.info. (See Exhibits 2, 3)

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1 **FOURTH AFFIRMATIVE DEFENSE**

2 53 The Complaint, and each and every cause of action thereof are barred by the affirmative
3 defense of payment since Plaintiffs were paid \$27,500 by Defendants pursuant to the terms of the
4 settlement agreement (Exhibit 1, page 1, paragraph #1).

5 **FIFTH AFFIRMATIVE DEFENSE**

6 54 The Complaint, and each and every cause of action thereof are barred by the Plaintiffs
7 lack of good faith. Had Plaintiff properly registered the domain names pursuant to the settlement
8 agreement, the ownership of the domain names they now complain of would never have lapsed in
9 the first place. In any event, they have since been assigned to Plaintiffs attorney, Exhibits 2, 3).

10 **SIXTH AFFIRMATIVE DEFENSE**

11 55 The Complaint, and each and every cause of action thereof are barred by the Plaintiffs
12 hindrance of Defendants performance of the contract. The settlement agreement required
13 Plaintiff to register the domain names and Plaintiffs failed to properly register the domain names.
14 Since Plaintiffs own failure to act resulted in their current complaint, they have effectively
15 hindered Defendants ability to perform under the contract and should therefore be barred from
16 relief.

17 **SEVENTH AFFIRMATIVE DEFENSE**

18 56 The Complaint, and each and every cause of action thereof are barred by Defendants
19 immunity from suit. Defendants are immune from suit since they have fully complied with the
20 terms of the settlement agreement in good faith (Exhibit 1, page 2, paragraph #2).

21 **EIGHTH AFFIRMATIVE DEFENSE**

22 57 The Complaint, and each and every cause of action thereof against Defendants are barred
23 by liability of a phantom party. The anonymous internet companies who briefly "cyber squatted"
24 on the alternative domain names Plaintiff allowed to lapse are liable for Plaintiffs damages, if
25 any. All domain names have subsequently been assigned to Plaintiff and none of the pages
26 contained infringing content, (See exhibits 2, 3).

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NINTH AFFIRMATIVE DEFENSE

58 Plaintiff has failed to state a claim for which relief can be granted since Plaintiff has not suffered any damages. All of the "cyber squatted" domain names referenced in Plaintiffs complaint lead to "dead websites" which load to websherlock.com (currently in plaintiffs possession) which link to other sites that do not compete with the Plaintiffs business. Moreover, all website domain names have since been assigned to Plaintiffs attorney (Exhibits 2, 3).

WHEREFORE, Defendants pray this Honorable Court to dismiss Plaintiff's action with prejudice and grant Defendants all costs and fees the Court deems reasonable and all costs in accordance with item #13 of the Settlement Agreement.

Dated: 10/30/07

PREVOLOS & ASSOCIATES

By: 

Thanasi Preovolos
Attorney for Defendant

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